

ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and Experian Marketing Solutions, Inc. and Fidelity National Information Solutions (FNIS) Affiliated Services (individually and collectively "Contractor").

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum is incorporated fully into and is an integral part of the Form Contract. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor #1 Name: Experian Marketing Solutions, Inc.
505 City Parkway West
Orange, CA 92868

Contractor #2 Name: Fidelity National Information Solutions (FINIS) Affiliated Services
8606 Allisonville Road, Suite 300
Indianapolis, IN 46250

Title of Form Contract: **Metronet/Checkpoint Services Agreement and Addendum to the Distributor's Metronet/Checkpoint Services Agreement for Internet Delivery**

Attached Form Contract consists of the Services Agreement of 4 pages, an Addendum of 2 pages, and attachments of 20 pages

Subject matter of Form Contract: Database access

By mutual agreement of the parties, the following terms and conditions are deleted from the Contractor's Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity (*i.e.*, Form Contract [Services Agreement] paragraph 10)
- C. Any provision providing the contract to be construed in accordance with laws other than those of the State of Indiana (*i.e.*, Form Contract [Services Agreement] paragraph 17 and paragraph 19 to the extent that it provides the laws of a state other than Indiana shall control)
- D. Any provision providing that suit be brought in any state other than Indiana (*i.e.*, Form Contract [Services Agreement] paragraph 17)
- E. Any provision providing for resolution of contract disputes (*i.e.*, Form Contract [Services Agreement] paragraph 17)
- F. Any provision requiring the State of Indiana to pay any taxes (*i.e.*, the last sentence of Form Contract [Services Agreement] paragraph 3)
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages,

interest or attorney's fees (*i.e.*, Form Contract [Services Agreement] paragraph 10)

H. Any provision modifying the statute of limitations provided by Indiana statute.

I. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such billing and cost records available at their respective offices at all reasonable times during the term of this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies of such records shall be furnished at no cost to the State if requested.
2. **Assignment.** The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent, except that: (1) the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party; and (2) the Contractor may assign this Contract to any entity that acquires all or substantially all of the Contractor's assets used in the performance of this Contract. The Contractor shall written notice (including evidence of such assignment) to the State thirty (30) days in advance of any such permitted assignment.
3. **Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.
4. **Authority to Bind Contractor.** The signatories for the Contractor represents that each has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed and neither the Form Contract nor this Addendum is subject to further home office acceptance once accepted by the State.
5. **Compliance with Laws.** The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of any rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
6. **Confidentiality of Information.** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information

gathered, based upon or disclosed to the Contractor pursuant to this Contract will not be disclosed to others or discussed with other parties without the prior written consent of the State. The State shall comply with all confidentiality requirements imposed upon it pursuant to the Form Contract and the services provided thereunder.

7. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. **An** individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

8. Debarment and Suspension. Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

9. Default by State. If the State, thirty (30) days **after** written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

- 10. Disputes.** Should any disputes arise with respect to this Contract, Contractor and the State agree to act promptly to resolve such disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all **non-**disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to make a good faith attempt to resolve such matters through submission of their dispute to the Commissioner of the Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

Nothing in this section shall be construed to limit either party from seeking further or additional remedies available to them at law or in equity.

- 11. Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a **drug-free** workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract **and/or** debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, INDOT is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Contract as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give

notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

13. **Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
14. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
15. **Incorporation by Reference.** All attachments or exhibits to the Form Contract or to this Addendum are incorporated by reference.
16. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

17. **Licensing Standards.** The parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify the State immediately thereof.
18. **Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Contractor's execution of this Contract also signifies Contractor's compliance with applicable federal laws, regulations, and executive

orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status **as** a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, **as** amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

19. **Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum; (2) the Form Contract; (3) attachments prepared by the State; (4) attachments prepared by the Contractor.
20. **Payments.** All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.
21. **Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5, and IC 34-13-1-6.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding **from** federal or other sources.

22. **Qualification to do Business in Indiana.** If Contractor is other than an individual, Contractor certifies that it is duly registered and qualified with the Secretary of State to transact business in Indiana.
23. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this Contract.
24. **Successors and Assignees.** The Contractor binds its successors, executors, administrators, and assignees to all covenants, terms and conditions of this Contract. Except as above set forth in paragraph 2, above, the Contractor shall not assign any interest in this Contract without the prior written consent of the State.
25. **Taxes.** The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

26. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
27. **Work Standards.** The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.
28. **Drafter.** Neither party will be deemed the drafter of this Addendum, which will be deemed to have been jointly prepared by the parties. If this Addendum is construed, whether by a court or by an arbitrator, such court or arbitrator will not construe this Addendum or any provision hereof against either of the parties as drafter.
29. **Form Contract.** The parties understand and agree that, except as modified by this Addendum, the **Form Contract** as attached to this Addendum has full legal force and effect just as if it had been signed by the parties.
- 30 **Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that helshe is the Contractor, or that helshe is the representative, agent, member or officer of the Contractor, that helshe has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that helshe has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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In Witness Whereof, Contractor and the State have, through duly authorized representatives, entered into the Form Contract and this Addendum. The parties, having read and understand the foregoing terms of the Form Contract and this Addendum, do by their respective signatures dated below hereby agree to the terms thereof.

Experian Marketing Solutions, Inc.

Office of the Indiana Attorney General

By: Bradley J. Goff

By: Larry Hopkins

BRADLEY J. GOFF, VICE PRESIDENT
Name and Title, Printed

Larry Hopkins CEO
Name and Title, Printed

Date: 1/23/03

Date: 1-30-03

Fidelity National Information Solutions (FNIS)
Affiliated Services

By: Van Koprzak

Van Koprzak, VP Sales / Mktg
Name and Title, Printed

Date: 1-28-03

Approved by:

Indiana Department of Administration

By: David Perlman

David Perlman, Commissioner

(for)

Date: 2/12/03

Approved by:

State Budget Agency

By: Marilyn Schultz

Marilyn Schultz, Director

(for)

Date: 2-17-03

Approved as to form and legality

Office of the Attorney General

By: Stephen Carter

Stephen Carter, Attorney General

(for)

Date: July 18, 2003

METRONET/CHECKPOINT SERVICES AGREEMENT

This **MetroNet/CheckPoint** Services Agreement ("Agreement") is entered into by Experian Marketing Solutions, Inc. ('Experian'), and **Fidelity National Information Solutions (FNIS) Affiliated Services** ('Distributor'). on the one hand (collectively, 'Provider'), and the Office of the Indiana Attorney General (the 'Client'), on the other hand.

Provider and Client agree as follows:

1. **Services.** Provider will provide Client with access to the MetroNetB database through the Experian supported access method chosen by Client (the 'System'). MetroNetB is an individual reference database which businesses use to attempt to locate individuals or businesses or verify existing information through various services (e.g., MetroNetB, **MetroNet®** Express, MetroNetB EDA Access, and Checkpoint) provided by Experian (the 'Services'). Searching or verifying information in MetroNetB may be on a name within a geographic area, by an address, or by a telephone number.
2. **Term and Termination.** This Agreement shall continue in force without any fixed date of termination, but Provider or Client may terminate this Agreement upon thirty (30) days prior written notice to the other. If Provider believes that Client has breached a material obligation contained in this Agreement, Provider may terminate this Agreement immediately by providing Client notice of termination. Upon termination of this Agreement, Client shall, at Provider's request, return all information and material related to the Services.
3. **Charges to Client.** Client agrees to pay Distributor the applicable charge for the various services rendered to Client in accordance with the Fee Schedule which has been mutually agreed to between Distributor and Client and is hereby incorporated herein by this reference. Such charges are subject to change upon thirty (30) days notice to Client. Client's payment to Distributor is due not later than thirty (30) days from the date of Distributor's invoice. Client will be solely responsible for all federal, state and local taxes levied or assessed in connection with Provider's performance of the Services, other than income taxes assessed with respect to Experian's or Distributor's net Income.
4. **License and Use Restrictions.** Provider hereby grants a limited, non-exclusive, non-transferable license to use the System and Services according to the terms and conditions contained herein. Client shall not (a) distribute, publish, transmit or disseminate, in any form or by any means (including, without limitation, any internet) any part of the Services or the data delivered as part of the Services (the "Data"). (b) allow any third party to access the Services or the Data, (c) sell, sublicense, resell or otherwise transfer any of the Services or the Data. (d) use the Services or the Data for other than its own internal purposes which are identified in paragraph 7 below, or (e) use the Services or Data to identify or solicit potential customers for its products or services (provided, however, that Client shall be entitled to use the Services and the Data to enhance information relating to its existing customers). Experian reserves the right, upon thirty days (30) days notice, to modify or discontinue an Experian supported access method. Client further agrees that it will comply with all applicable federal, state and local laws, rules, and regulations relating to its use of the Services.
5. **System Availability.** The hours that the System is available may be obtained from the Experian Help Desk. Client understands and acknowledges that mechanical, **software** and third party vendor failures may render the System unavailable from time to time. Advance notice of such outages is not possible. Provider will endeavor to provide Client notice of scheduled outages, whenever feasible.
6. **Experian Use.** Provider may use Client's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations.
7. **IRSG Principles.** The Data provided hereunder constitutes individual reference products under the Individual Reference Services Industry Principles dated December 15, 1997 (the "IRSG Principles"). As such, Client shall comply with the applicable IRSG Principles in connection with its use of the Data as follows: Client shall use the Data solely for _____ (insert appropriate use for review by Provider). Such use shall be in accordance with the Experian 'Appropriate Use Matrix.' a copy of which is attached hereto. Should Client choose to modify its intended use of the Services, Client shall provide Experian with an updated or amended IRSG Appropriate Use statement.
8. **Disclaimer of Warranty.** Provider warrants to Client that Provider will use commercially reasonable efforts to deliver the Services promptly. Because the Services involve conveying information provided to Experian by other sources. Provider cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services, data contained in its database, or data provided with the Services. **THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY PROVIDER HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN CLIENT WITH RESPECT THERETO.**

INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION. WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Limitation of Liability.** Client acknowledges that Experian maintains a database, updated on a periodic basis, from which Client solicits information, and that Experian does not undertake a separate investigation for each inquiry or request for Services made by Client. Client also acknowledges that the prices Distributor charges Client for the Services are based upon Provider's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Client and not Provider. Client therefore agrees that it is responsible for determining that the Services are in accordance with Provider's obligations under this Agreement. If Client reasonably determines that the Services do not meet Provider's obligations under this Agreement, Client shall so notify Distributor in writing within ten (10) days after receipt of the Services in question. Client's failure to so notify Distributor shall mean that Client accepts the Services as is, and Provider shall have no liability whatsoever for the Services. If Client so notifies Distributor within ten (10) days after receipt of the Services, then, unless Distributor disputes Client's claim, Provider shall, at its option, either reperform the Services in question or issue Client a credit for the amount Client paid to Distributor for the nonconforming Services. This reperformance or credit constitutes Client's sole remedy and Provider's maximum liability for any breach of this Agreement by Provider. If, notwithstanding the above, liability is imposed on Provider, then Client agrees that Provider's total liability for any or all of Client's losses or injuries from Provider's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed twenty five percent (25%) of one month's charges averaged over the previous twelve (12) month period. Client covenants that it will not sue Provider for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER EXPERIAN OR DISTRIBUTOR, ON THE ONE HAND, AND CLIENT, ON THE OTHER HAND, HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE OTHER (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

10. **Indemnification.** Client shall indemnify, defend and hold each of Experian and Distributor harmless from and against any and all claims and expenses, including reasonable attorney fees, which may be asserted against or incurred by Provider, based upon the use by Client of the Services or other information furnished by Provider hereunder.

11. **Intellectual Property.** Client acknowledges that Experian has expended substantial time, effort and funds to create and deliver the Services and compile its database. The Services and the data in Experian's System are and will continue to be Experian's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Client or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services or data in Experian's System. Client will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Experian's or its affiliates' proprietary designations, whether registered or unregistered, without Experian's prior written consent. Client shall not identify Experian as the data provider and shall have procedures in place to comply with this provision.

12. **Waiver.** Any party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

13. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Client without Distributor's prior written consent.

14. **Audit Rights.** Provider will have the right to audit Client's use of the Services to assure compliance with the terms of this Agreement. Client will be responsible for assuring full cooperation with Provider in connection with such audits and will provide Provider or obtain for Provider access to such properties, records and personnel as Provider may reasonably require for such purpose.

15. **Excusable Delays.** No party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

16. **Notices.** All notices shall be in writing, transmitted by prepaid or certified mail and addressed to the parties as set forth below.

17. Dispute Resolution. With the exception of any action taken under paragraphs 2 and 4 or any alleged violation of paragraph 11 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association in Orange County, California. Disputes arising out of or resulting from actions taken under paragraphs 2, 4 and 11 may be resolved informally by the parties or through the courts. The prevailing party shall be entitled to payment for its attorney's fees related to such dispute.

18. Severability. This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

19. Contract in Entirety; Law. This Agreement, including the Fee Schedule, sets forth the entire understanding and agreement between Provider and Client concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of California.

20. Effective Date. This Agreement is effective beginning on _____, _____, _____ (the 'Effective Date').

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement on the date indicated above.

Experian Marketing Solutions, Inc.

Client: Office of the Indiana Attorney General

By: Bradley J. Hoff
Signature (Duly Authorized Officer Only)
Title: Vice President
Print

By: _____
Signature (Duly Authorized Officer Only)
Title: _____
Print

Address for Notice: 505 City Parkway West
Orange, CA 92868
Attn: General Counsel

Address for Notice: _____

DISTRIBUTOR: Fidelity National Information Solutions (FNIS) Affiliated Services

By: Van Hespeler
Signature (Duly Authorized Officer Only)
Title: VP Sales & Marketing
Print

Address for Notice: 8606 Allisonville Rd.
Suite 300
Indianapolis, IN 46250

**ADDENDUM TO THE DISTRIBUTOR'S
METRONET/CHECKPOINT SERVICES AGREEMENT
FOR INTERNET DELIVERY**

This Addendum to the Distributor's MetroNet/CheckPoint Services Agreement for Internet Delivery (the "Addendum") is made as of _____, 2003, by and between Experian Marketing Solutions, Inc. ("Experian") and Fidelity National Information Solutions (FNIS) Affiliated Services ("Distributor"), on the one hand (collectively, "Provider"), and the Office of the Indiana Attorney General (the "Client") on the other hand.

WHEREAS, Provider and Client have entered into a MetroNet/CheckPoint Services Agreement, dated _____, 2003 (the "Agreement") whereby Experian provides certain services to Client which allows Client to attempt to locate individuals or verify existing information ("Services"); and

WHEREAS, Client has requested access to the Services through an Internet connection, and Provider desires to allow such access based on Client's agreement to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Provider and Client agree as follows:

1. Client shall obtain Internet access to the Services only through the individual Client employees who are specifically approved by Experian upon the written request of Client and on the terms and conditions contained in this Addendum (each an "Authorized Employee"). Client shall request Internet access in writing in a form approved by Experian from time to time. Authorized Employees will be assigned unique access identification numbers ("User ID") and passwords. Experian's approval of requests for Internet access may be granted or withheld in its sole discretion. Experian may add to or change its requirements for granting Internet access to the Services at any time (including, without limitation, the imposition of fees relating to Internet Access upon reasonable notice to Client), and reserves the right to change passwords and to revoke any authorizations previously granted.
2. Only Authorized Employees shall utilize Internet access, and only through the User ID and password assigned to such employee by Experian. Client shall request User ID's and passwords only for those employees of Client who have a legitimate need to access the Services in performing his or her duties for Client. Prior to requesting User ID's for Authorized Employees, Client shall provide adequate training regarding the requirements to this Addendum and applicable laws. Client will ensure that each Authorized Employee (i) is familiar with the requirements specified herein, and agrees to comply with such requirements, (ii) agrees not to disclose the User ID and password assigned to the Authorized Employee to any other person, and (iii) agrees not to order credit reports or other data from Provider except in performance of Employee's official duties for Client.
3. Client acknowledges and agrees that it is responsible for all activities of Client's employees in utilizing Internet access and for assuring the facilities for receipt of information provided to it through the Internet are secure and in compliance with the Agreement. Client shall not retransmit or otherwise make available to any person the Services (including any of the information therein) on or through the Internet or other generally accessible network or delivery method.
4. Client agrees to notify Experian in writing immediately if it wishes to delete any employee as an Authorized Employee or if any Authorized Employee is terminated or otherwise loses his or her status as an Authorized Employee.
5. Client acknowledges and agrees that this Addendum is in addition to Experian's Access Security Requirements (except where expressly modified by this Addendum). Client will abide by any additional or further security procedures specified by Experian from time to time.

**ADDENDUM TO THE DISTRIBUTOR'S
METRONET/CHECKPOINT SERVICES AGREEMENT
FOR INTERNET DELIVERY**

This Addendum to the Distributor's **MetroNet/CheckPoint** Services Agreement for Internet Delivery (the "Addendum") is made as of November __, 2002, by and between Experian Marketing Solutions, Inc. ("Experian") and ~~Fidelity National Information Solutions (FNIS) Affiliated Services~~ ("Distributor"), on the one hand (collectively, "Provider"), and ~~the Office of the Indiana Attorney General~~ (the "Client") on the other hand.

WHEREAS, Provider and Client have entered into a **MetroNet/CheckPoint** Services Agreement, dated November __, 2002 (the "Agreement") whereby Experian provides certain services to Client which allows Client to attempt to locate individuals or verify existing information ("Services"); and

WHEREAS, Client has requested access to the Services through an Internet connection, and Provider desires to allow such access based on Client's agreement to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Provider and Client agree as follows:

1. Client shall obtain Internet access to the Services only through the individual Client employees who are specifically approved by Experian upon the written request of Client and on the terms and conditions contained in this Addendum (each an "Authorized Employee"). Client shall request Internet access in writing in a form approved by Experian from time to time. Authorized Employees will be assigned unique access identification numbers ("User ID") and passwords. Experian's approval of requests for Internet access may be granted or withheld in its sole discretion. Experian may add to or change its requirements for granting Internet access to the Services at any time (including, without limitation, the imposition of fees relating to Internet Access upon reasonable notice to Client), and reserves the right to change passwords and to revoke any authorizations previously granted.
2. Only Authorized Employees shall utilize Internet access, and only through the User ID and password assigned to such employee by Experian. Client shall request User ID's and passwords only for those employees of Client who have a legitimate need to access the Services in performing his or her duties for Client. Prior to requesting User ID's for Authorized Employees, Client shall provide adequate training regarding the requirements to this Addendum and applicable laws. Client will ensure that each Authorized Employee (i) is familiar with the requirements specified herein, and agrees to comply with such requirements, (ii) agrees not to disclose the User ID and password assigned to the Authorized Employee to any other person, and (iii) agrees not to order credit reports or other data from Provider except in performance of Employee's official duties for Client.
3. Client acknowledges and agrees that it is responsible for all activities of Client's employees in utilizing Internet access and for assuring the facilities for receipt of information provided to it through the Internet are secure and in compliance with the Agreement. Client shall not retransmit or otherwise make available to any person the Services (including any of the information therein) on or through the Internet or other generally accessible network or delivery method.
4. Client agrees to notify Experian in writing immediately if it wishes to delete any employee as an Authorized Employee or if any Authorized Employee is terminated or otherwise loses his or her status as an Authorized Employee.
5. Client acknowledges and agrees that this Addendum is in addition to Experian's Access Security Requirements (except where expressly modified by this Addendum). Client will abide by any additional or further security procedures specified by Experian from time to time.

6. Client shall use its best efforts to ensure the confidentiality of all User ID's and passwords issued by Experian to Client's employees. Client shall indemnify Provider against any damage or disruption to Experian systems or business caused by Client's employees, subcontractors, subcontractor employees or its clients whether as a result of their access to such systems or compromise of password confidentiality or otherwise.
7. Client understands that its use of Experian networking and computing resources may be monitored and audited by Experian, without further notice.
8. Provider may from time to time audit the security mechanisms Client maintains to safeguard access to Experian information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices.
9. Except as expressly amended by this Addendum, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have each caused this Addendum to be executed by their respective duly authorized representatives as of the date first above written.

Experian Marketing Solutions, Inc.

By: *Bradley J. Joff*
Signature (Duly Authorized Officer Only)
Title: VICE PRESIDENT
Print

Address 505 City Parkway West
for Orange, CA 92868
Notice: Attn: General Counsel

Client: Office of the Indiana Attorney General

By: _____
Signature (Duly Authorized Officer Only)
Title: _____
Print

Address _____
for _____
Notice: _____

Distributor: Fidelity National Information Solutions (FNIS) Affiliated Services

By: *Van Hazzard*
Signature (Duly Authorized Officer Only)
Title: VP Sales - Marketing
Print
Address 8806 Allisonville Road
for Suite 300
Notices: Indianapolis, Ind 46250

EXPERIAN USE ONLY

Client Number: _____
Company ID: _____